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2.1 Dr. Oetker Professional offers its Customers the right to download and use the Data according to these Terms of Use. By logging into the database, Customers accept this offer and enter into a contractual relationship between the Customer and Dr. Oetker Professional that allows Customers to use the Data according to clause 3.1.

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2.3 The Dr. Oetker Professional Data Protection Notice and Legal Notice linked to this text shall also form part of these Terms of Use. Clause 2.2 shall apply in the event of any revisions to these notices.

3. Scope of the Right of Use

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- b) the right to reproduce, distribute, and make the Data publicly accessible;
- c) the right to make minor revisions and edits to the Data for practical purposes.

3.2 The Right of Use shall be limited in time to a period of 3 years from the time of download. The Right of Use shall be limited to the territory of Germany. Dr. Oetker Professional is entitled to veto the changes made as per clause 3.1 c) of the Right of Use; in such case, Dr. Oetker Professional will notify the user of the veto in writing. The user shall then promptly stop using the altered Data.

3.3 Any use of this Data that lies outside the scope of use defined in clause 3.1 and/or unfairly exploits or impacts the good reputation of Dr. Oetker Professional, or violates applicable law, shall not be permitted. In case of doubt, the prior written consent of Dr. Oetker Professional shall be obtained.

3.4 Dr. Oetker Professional reserves the right, for good cause, to cancel the Right of Use and/or to ban a Customer permanently from using the Website. Good cause shall include, but not be limited to, violations of clause 3.3 on the part of the user.

4. Liability

Dr. Oetker Professional shall not be liable for the proper operation of the <http://images.oetker-professional.de> Website, nor for the content posted there, including the Data offered for downloading. Any liability for the usability of the Data shall also be excluded.

5. General

5.1 The contractual relationship between Dr. Oetker Professional and Customers shall be exclusively governed by German law. If Customers are Merchants (Kaufleute) as per the meaning of the German Commercial Code (Handelsgesetzbuch), or if they do not have a general court venue in Germany, Bielefeld shall be the court of jurisdiction for all disputes in conjunction with the use of the Data.

5.2 Should one or several provisions of these Terms of Use be or become ineffective, this shall not affect the effectiveness of the remaining provisions.

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